

RELEASE OF ALL CLAIMS

This Release of All Claims ("Release") is entered into this 8th day of January, 2014, by Abdoulaye Sarr (hereinafter referred to as "Releasor"), in favor of Officer Harold Edwards, Sergeant Clint Varnell, New Mexico State Police, and New Mexico Department of Public Safety, together with the State of New Mexico and their related and subsidiary companies, departments, divisions, bureaus, heirs, agents, executors, administrators, assigns, employees, former employees, officers, insurers and attorneys (hereinafter collectively referred to as "Releasees").

The Parties agree as follows:

1. Release and Discharge

Releasor, being of lawful age, does hereby release and forever discharge Releasees, who may be liable to the undersigned, of and from any and all claims or causes of action of any kind whatsoever, whether known or unknown, foreseen or unforeseen, and the consequences thereof, and from any and all liability arising out of any and all alleged or unalleged acts of assault and battery, Malicious Abuse of Process, False Imprisonment and False Arrest and Intentional Infliction of Emotional Distress resulting in damages, including bodily and personal injuries and attorneys' fees, as a result of the investigation, arrest, and prosecution of Releasor in Roosevelt County, New Mexico ("Occurrence").

2. Payment

In consideration of this Settlement Agreement and Release, the receipt and sufficiency of which is hereby acknowledged, payment shall be made to Releasor as follows:

Payment to Releasor, by and on behalf of Releasees, in the total and final amount of Twenty Four Thousand and 00/100 Dollars (\$24,000.00), which is paid in satisfaction of this disputed claim.

Payment and other consideration made pursuant hereto is not an admission of liability and is made solely for the purpose of terminating any dispute between the parties. It is understood and agreed that payment made pursuant hereto includes compensation for any and all matters related to or inherent in the issues in the cause of action filed in the United States District Court for the District of New Mexico, Cause Number 2:14-CV-00300-JCH-CG, entitled, Abdoulaye Sarr, Plaintiff, v. State of New Mexico; New Mexico Department of Public Safety; New Mexico State Police; and Officer Harold Edwards, in his Individual and Official Capacities, Sergeant Clint Varnell, in his individual and Official Capacities; Board of County Commissioners of Roosevelt County; Deputy Sonny Wilcox, in his Individual and official Capacities, Defendants, as well any claim Plaintiff may have asserted or possessed against the Releasees, including but not limited to the State of New Mexico, the New Mexico Department of Public Safety, and the New Mexico State Police or any of its current or former officers and employees, up through the date of this Release, including any claim, tort claims notice, demand, action, or cause of action which was or could have been asserted in the Complaint at issue or any other complaint or tort claims notice.

3. No Admission of Liability

Releasor further understands and agrees that Releasees, by agreeing to this settlement, do not admit any liability or wrongdoing of any kind, that liability has at all times been denied, and that the settlement evidenced by this Release is a compromise to avoid expense of litigation and to terminate all controversies and/or claims for injury, damage or loss against Releasees of whatsoever nature, known or unknown, including further development thereof, in any way growing out of or connected to the Occurrence. This full and final settlement shall never be treated as evidence of any liability, or as an admission of liability, wrongdoing or responsibility at any time or in any manner whatsoever.

4. General Release

Releasor expressly represents and declares that, notwithstanding the damages, injuries or losses known at this time, or which may be subsequently discovered by Releasor, or any changes in the law or interpretations of the law which may occur, compensation for all known and unknown damages sustained by Releasor as a result of the aforementioned Occurrence is included in the consideration paid for this Release and that no further claim can or will be made against Releasees.

Releasor hereby acknowledges and agrees that the Release set forth herein is a general release in favor of Releasees. Releasor further expressly waives and assumes the risk of any and all claims for damages for which Releasees may be liable which exist as of the effective time of this Release but which Releasor does not know of or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which,

if known, would materially affect Releasor's decision to enter into this Release. Further, Releasor has accepted payment of the sum specified herein as a complete and unconditional compromise of all matters involving disputed issues of law and fact with respect to those claims for damages for which Releasees may be liable, and Releasor assumes the risk that the facts or law may be otherwise than Releasor believes.

It is expressly warranted by Releasor: that no promise or inducement has been offered except as herein set forth; that this Release is executed without reliance upon any statement or representation of the person or parties released, or their representatives, regarding the nature and extent of the damages, injuries or losses or legal liability therefore; that he has had sufficient opportunity to discuss this settlement with his attorney, and that acceptance of the consideration set forth herein is in full accord and satisfaction of a disputed claim, for which liability is expressly denied.

Releasor further represents that there are no known outstanding liens or claims for reimbursement of any character and nature, and that no other party(ies) would be entitled to any portion of the settlement proceeds. In the event that any liens or claims for reimbursement exist, Releasor expressly agrees to satisfy those liens and/or claims out of these settlement proceeds and to indemnify and hold harmless Releasees for such liens or claims for reimbursement. Further, Releasor represents and warrants that he has complete authority to settle the entire claim against Releasees.

Releasor further agrees that he will not assert, at this time or at any time in the future, any claim that Releasees have paid the settlement proceeds herein to an improper party. Releasor further acknowledges that he has had the advice of independent counsel regarding this matter and has been fully apprised of his rights herein.

Releasor further represents that he has not been under the care of a health care provider for any injury allegedly suffered in the occurrence out of which the lawsuit arises, for at least 15 days prior to signing this Release.

5. Indemnification and Hold Harmless

Releasor agrees to release, protect, defend, indemnify and hold harmless Releasees regarding any liens and/or claims, governmental, legal, or otherwise, including any subrogation claims and any claims of alleged errors in the distribution of proceeds, existing or potential, which have or may have resulted from any claim or cause of action arising from or related to the Occurrence. Releasor further agrees to fully satisfy any liens and/or claims out of the proceeds of this settlement. Releasor further agrees to indemnify and hold harmless Releasees from any and all claims against Releasees by others who might assert claims on behalf of Releasor. This is a material representation, and Releasor agrees to completely release, protect, defend, indemnify and hold harmless Releasees as to any such existing or future lien and/or claim, without limitations.

6. Attorney's Fees and Costs

The Parties hereto shall each bear their respective attorney's fees and costs arising from or in connection with the Occurrence, the cause of action filed in the United States District Court for the District of New Mexico, Cause Number 2:14-CV-00300-JCH-CG, entitled, Abdoulaye Sarr, Plaintiff, v. State of New Mexico; New Mexico Department of Public Safety; New Mexico State Police; and Officer Harold Edwards, in his Individual and Official Capacities, Sergeant Clint Varnell, in his individual and Official Capacities;

Board of County Commissioners of Roosevelt County; Deputy Sonny Wilcox, in his Individual and official Capacities, Defendants, this Settlement Agreement and the matters and documents referred to herein and all related matters.

7. Dismissal with Prejudice

Releasor has dismissed with prejudice all claims against Defendant Wilcox, Roosevelt County, Edwards, and Varnell.

Releasor, by and through his attorney, shall take such action as may be necessary to have all remaining claims in the above-referenced Complaint, and any other claims or causes of action, dismissed with prejudice as expeditiously as possible.

8. Complete Agreement

Releasor further declares and represents that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

9. Governing Law

This RELEASE shall be construed and interpreted in accordance with the laws of the United States of America and the State of New Mexico.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE, OR HAD IT READ TO HIM, AND FULLY UNDERSTANDS IT.


IN WITNESS WHEREOF, the hand and seal of the undersigned is set hereunto
this 8th day of January, 2014.


ABDOULAYE SARR

STATE OF NEW MEXICO)
) ss.
COUNTY OF CURRY)

SUBSCRIBED AND SWORN AND ACKNOWLEDGED before me on this 8th day of
January, 2014, by Abdoulaye Sarr.

My Commission Expires:
July 3, 2017


Notary Public

